

Exhibit B

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January 23, 2017

VIA ELECTRONIC MAIL AND FEDEX

Yongmoon Kim
KIM LAW FIRM LLC
411 Hackensack Ave, 2nd Floor
Hackensack, New Jersey 07601
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**Re: *Deborah Migdal v. Portfolio Recovery Associates, LLC*, case no. 2:16-cv-4750:
Notice of Arbitration**

Dear Yongmoon,

In preparation of this week's Initial/Status Conference in this matter, Portfolio Recovery Associates, LLC ("PRA"), by and through counsel, have received and reviewed the relevant Retail Installment Credit Agreement ("Agreement") at issue in this case. Pursuant to Paragraph 17, as an assignee of Synchrony Bank, PRA now provides notice of its intent to arbitrate Plaintiff Deborah Migdal's ("Plaintiff") claims. The Agreement is attached for your review.

Pursuant to the terms of the Agreement, Plaintiff has twenty (20) days to select either the American Arbitration Association, ("AAA") or JAMS ("JAMS") to administer this arbitration. If you fail to select an administrator within this period, PRA will select one for you.

Furthermore, PRA will arbitrate Plaintiff's claims individually as Plaintiff waived "the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration." Specifically, the Agreement defines "claim" as:

[A]ny claim, dispute or controversy between you and us arising from or relating to . . . the [Agreement], any prior cardholder agreement that you may have had with us or the relationships resulting from the Agreement or any prior cardholder agreement, including the validity, enforceability or scope of this Arbitration Provision, the Agreement or any prior agreement. . . . [Including] claims of every kind and nature, between you and us, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon

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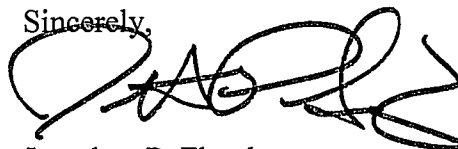
Yongmoon Kim
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contract, tort, fraud and other intentional torts, constitutions, statute, regulation, common law and equity (including any claim for injunctive or declaratory relief). The term "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy between you and us that arises from or relates to (a) the credit card account ("Account") created by the Agreement or any prior agreement, or any balances on the Account, (b) liability under the Agreement for the goods or services (including insurance or extended service contracts, if any) charged to the Account, (c) advertisements, promotions or oral or written statements related to the Account or the terms of financing, (d) liability under the Agreement for goods or services financed under the Account, (e) your application for the Account and (f) the origination or servicing of the Account or any prior agreement and the collection of amounts owed by you to us.

Given that Ms. Migdal's claims are obviously covered by the Agreement, we believe that arbitrating this matter will prove to be uncontroversial. Rather than set a scheduling order that includes this matter at the upcoming Status Conference, we intend to inform Judge Dickson of the pending arbitration and ask that you agree.

Please let us know which organization you prefer administer this arbitration. As Ms. Genovese continues to represent PRA in the Federal lawsuit, I ask that you continue to include her on any communications.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Floyd', with a stylized, cursive flourish extending from the end.

Jonathan P. Floyd

Enclosure

cc: Amanda Genovese
Andy Thomasson (via Email)
Philip Stern (via Email)